

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

CANAL INSURANCE CO.,

Plaintiff,

V.

Case No. 2:19-cv-02030-JTF-dkv

**EAGLE WORLDWIDE
TRANSPORTATION, LLC,**

Defendant,

JAMES BROWN,

Intervening Plaintiff.

ORDER OF DISMISSAL WITH PREJUDICE

Before the Court is Plaintiff Canal Insurance Company and Intervening Plaintiff James Brown's Joint Stipulation of Dismissal, which they filed on January 14, 2020. (ECF No. 40.) The Court, being duly advised, finds that this action is **DISMISSED** in its entirety with prejudice, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).¹ Each party shall itself bear all costs and attorney fees.

IT IS SO ORDERED this 15th day of January 2020.

s/John T. Fowlkes, Jr.
JOHN T. FOWLKES, JR.
United States District Judge

1 The original Defendant, Eagle Worldwide Transportation, LLC (“Eagle Worldwide”) was found to be
 2 insolvent and this Court subsequently granted James Brown’s motion to intervene. (ECF No. 19, 3) (citing
 3 ECF No. 17-1). Brown filed an Intervenor Complaint on April 11, 2019 and Plaintiff Canal Insurance
 4 Company filed its Answer on April 19, 2019. (ECF Nos. 20 & 23.) Although the Clerk of Court twice
 5 made an entry of default against Eagle Worldwide, (ECF Nos. 12 & 26), no application for default judgment
 6 was made pursuant to Fed. R. Civ. P. 55(b). Thus, Eagle Worldwide remained party to this lawsuit.
 7 Nonetheless, the Stipulation of Dismissal now before the Court indicates that both Plaintiff and Intervening
 8 Plaintiff expressly stipulate to the dismissal of their respective complaints. Therefore, the Court finds that
 9 dismissal of the entire case with prejudice is appropriate under Fed. R. Civ. P. 41(a)(1)(A)(ii).